

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
PURCHASING
P.O. BOX 30050, LANSING, MI 48909
OR
425 W. OTTAWA STREET, LANSING, MI 48913

**NOTICE
OF
CONTRACT NO. 591B4300511
Between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Michigan Highway Hazard Recovery 5171 Martin Rd. Capac, MI 48014	Russell Stoddard	russhmhr@gmail.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	810-395-7555	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	Oakland TSC	Ahmad Azmoudeh	248-451-2465	AzmoudehA@michigan.gov
CONTRACT COMPLIANCE INSPECTOR:	Kalamazoo TSC	Mike Streeter	269-375-8699	StreeterM@michigan.gov
CONTRACT COMPLIANCE INSPECTOR:	Marshall TSC	Al Bessey	269-789-0560	BesseyA@michigan.gov
CONTRACT COMPLIANCE INSPECTOR:	Coloma TSC	Trace Plummer	269-849-2394	PlummerT@michigan.gov
BUYER:	MDOT	Terry Harris	517-335-2507	Harrist@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Large Carcass Removal Services – MRO – MDOT –Oakland/Kalamazoo/Marshall/Coloma TSC's			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
August 4, 2014	August 3, 2017		2-one year option
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of RFP # 059114B0002149, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.			

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:

\$296,415.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 059114B0002149. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Russell Stoddard Firm Name
Russell Stoddard Authorized Agent Signature
Russell Stoddard Authorized Agent (Print or Type)
7/31/14 Date

FOR THE STATE:

Russell Stoddard Signature
Administrator Name/Title
DTMB/Procurement
8-5-14 Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This SERVICES STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Michigan Highway Hazard Recovery ("Contractor"), a Michigan Company. This Contract is effective on August 1, 2014 ("Effective Date"), and unless terminated, expires on July 31, 2017.

This Contract may be renewed for up to two additional year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

State:	Contractor:
Terry Harris MDOT, Purchasing 425 W. Ottawa St. PO Box 30050 Lansing, MI 48909 Email: Harrist@michigan.gov Phone: 517-335-2507	Russell Stoddard Michigan Highway Hazard Recovery 5171 Martin Rd. Capac, MI 48014 Email: russmhhr@gmail.com Phone: 810-395-7555

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract:

State:	Contractor:
Terry Harris MDOT, Purchasing 425 W. Ottawa St. PO Box 30050 Lansing, MI 48909 Email: Harrist@michigan.gov Phone: 517-335-2507	Russell Stoddard Michigan Highway Hazard Recovery 5171 Martin Rd. Capac, MI 48014 Email: russmhhr@gmail.com Phone: 810-395-7555

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Ahmad Azmoudeh 800 Vanguard Dr. Pontiac, MI 48341 Email: AzmoudehA@michigan.gov Phone: 248-451-2465 MDOT- Kalamazoo TSC Mike Street 5372 South 9 th Street Kalamazoo, MI 489009 Email: StreeterM@michigan.gov Phone: 269-375-8699 MDOT – Marshall TSC Al Bessey 15300 W. Michigan Ave. Marshall, MI 48068 Email: BesseyA@michigan.gov 269-789-0560 MDOT – Coloma TSC Trace Plummer 3880 Red Arrow Hwy. Benton Harbor, MI 49022 Email: PlummerT@michigan.gov Phone: 269-849-2394	Russell Stoddard Michigan Highway Hazard Recovery 5171 Martin Rd. Capac, MI 48014 Email: russmhhr@gmail.com Phone: 810-395-7555

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

For Large Carcass Removal:

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds, and (2) include a waiver of subrogation.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required.

7. Reserved

8. Reserved

insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. Reserved

- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A Statement of Work.

- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A Statement of Work.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Reserved**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Reserved**

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order.

The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any

State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. Reserved

28. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had

access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Reserved

35. Reserved

- 36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

STATE OF MICHIGAN

Contract NO.591B4300511
Large Carcass Removal

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the requirements of this Contract. The Contract is for a three year term and may be renewed for up to two (2) one (1) year options.

Requirements

1.

Additional Contract Activities	
1.2 Transition	
There will be no transition required as Michigan Highway Hazard Recovery (MHHR) is the incumbent vendor.	
1.3 Training	
All training is internal to MHHR. No external training to State of Michigan is required as a function of the RFP. Internal training is focused on Michigan Highway Laws, Safe Driving practices, Safe loading and unloading of carcasses. MHHR is accident and injury free for 12 years and strive to continue that record with our Safety Program.	
All internal training documentation will be provided on request by the State of Michigan. Training records on file with MHHR management.	
1.4 Contract Activities That Will Include IT Related Services (Reserved)	
N/A	
2. Acceptance	
2.1 Acceptance, Inspection and Testing	
Acceptance of the Standard Contract, or define a different process in this Section.	
The State will use the following criteria to determine acceptance of the Contract Activities per Section 1.050.	
2.2 Final Acceptance	
<i>Final Acceptance is when the project is completed and functions according to the requirements.</i>	
3. Staffing	
3.1 Contractor Representative	
MHHR point of Contact is Russ Stoddard Owner Office – 810-395-7555 Cell – 810-343-3354 Fax – 810-395-2449 rusasmhhr@gmail.com	
MHHR will make any needed notifications in allotted time. Before the 14 days with the Contract Administrator.	
3.2 Customer Service Toll-Free Number	
MHHR has no toll free number, but can be reached at provided numbers Cell: (810) 343-3354 and Office (810) 395-7555.	

3.3 Technical Support, Repairs and Maintenance	
MHHR has no toll free number, but can be reached at provided numbers. Cell: (810) 343-3354 and Office (810) 395-7555.	
3.4 Work Hours	
MHHR is available 24/7/365 for emergency runs or any needed contract activities at numbers provided to CCI's.	
3.5 Key Personnel	
Russ Stoddard is the assigned contact and is knowledgeable of contract and MHHR operations. (810) 395-7555	
Richard Schraw: Route Driver, (810) 338-4321	
Nancy Stoddard: Office Manager, (810) 343-3354	
Russ Stoddard assigned contact is available 24/7 at provided number.	
MHHR will provide name of any new key personnel and abide by the State recommendations.	
MHHR will abide by these regulations in this section.	
MHHR will concur with all these regulations in this section.	
MHHR concurs with all these regulations in this section.	
(MHHR concurs with all these regulations in this section.	
MHHR concurs with all these regulations in this section.	
MHHR concurs; the key personnel are identified in the organizational chart as well as the included resumes submitted with the proposal.	
3.6 Organizational Chart	
See attached organizational chart for MHHR.	
3.7 Disclosure of Subcontractors	
No subcontractors will be used in this Contract.	
No subcontractors will be used in this Contract.	
No subcontractors will be used in this Contract.	
No subcontractors will be used in this Contract.	
No subcontractors will be used in this Contract.	
No subcontractors will be used in this Contract.	
3.8 Security	
The Contractor will be subject the following security procedures:	
Contractor will not perform any services at State Facilities	
<ul style="list-style-type: none"> a) MHHR will follow all applicable State of Michigan and MDOT security guidelines when accessing State of Michigan or MDOT facilities. b) No uniforms are worn by MHHR personnel, but safety vest and other applicable safety gear are worn while working roadways to remove the deer and large carcass animals. c) Background checks through Michigan (ICHAT) will be performed as required on any new staff supporting the efforts of the contract. d) The scope of the background checks are intended to adhere to the requirements posed by MDOT. 	

4. Project Management :	
4.1 Project Plan	
No project plan will be developed unless required by MDOT, as carcass removal will follow a scheduled route on state designated trunk lines.	
If a PM is required by MDOT, the PM will be identified as MHHR owner; but as described above no project plan will be developed unless required by MDOT as the routes will be predetermined routes on state trunk lines.	
4.2 Meetings	
MHHR intends to attend any required meetings scheduled by the State of Michigan and/or MDOT.	
MHHR understands and will comply to attend any required meetings as the state has deemed appropriate.	
4.3 Reporting	
MHHR will supply year to date counts, GPS coordinates, and all reports will be submitted electronically unless the State of Michigan requires delivery in another format. MHHR will continue to follow the existing supporting documentation requirements that have been utilized for current and previous contract schedules held with the State of Michigan. If the State of Michigan and/or MDOT requires revised or different reporting capabilities it requirements. MHHR will comply with those requested changes.	
5. Ordering	
5.1 Authorizing Document	
The appropriate authorizing document for the Contract will be discussed at the per award meeting. The vendor agrees and understands this Section of the contract.	
6. Invoice and Payment	
6.1 Invoice Requirements	
MHHR concurs with the State of Michigan and will comply with the requirements for the invoices.	
6.2 Payment Methods	
MHHR concurs with all these regulations in this section.	
6.3 Procedure	
7. Liquidated Damages:	
MHHR understands and concur with the State of Michigan in this section.	

STATE OF MICHIGAN

Contract No. 591B4300511
Large Animal Carcass Removal

EXHIBIT B PRICING

1. The pricing schedule for the Contract Activities for Large Carcass Removal is listed below.
2. Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. There will be no quick payment terms for this contract.
4. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Exhibit B Pricing

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Large Animal Carcass Removal and Disposal - Department of Transportation Oakland County

**CONTRACT#: 591B4300511
LOCATION SPECIFICATION SHEET (LSS)**

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	08/4/2014	CONTRACT END DATE:	08/3/2017
<u>PREVIOUS BPO #:</u>	No Previous BPO		
<u>CONTRACT INFORMATION:</u>	3 (three) Year Contract with 2 one year Options		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Oakland TSC		
BUILDING ADDRESS:	800 Vanguard Drive, Pontiac, MI. 48341		
REGION / COUNTY:	Metro Region Oakland County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	Harrist@michigan.gov	CONTACT FAX #:	517-373-3707
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Ahmad Azmoudeh	CONTACT PHONE #:	248-451-2465
CCI / FM CONTACT E-MAIL:	azmoudeha@michigan.gov	CONTACT FAX #:	248-451-0125
LOCATION INFORMATION			

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:		IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	

SECTION II – PRICING SHEET SUMMARY

LARGE ANIMAL REMOVAL SERVICES

Check all that apply	DESCRIPTION OF SERVICES	Annual Quantity	Unit Cost (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Scheduled Patrols – Oakland County Routes.	104	\$775.00	\$80,600.00
X	Each Carcass Pick up and Disposal	500	\$35.00	\$17,500.00
X	Each Emergency Carcass Removal and Disposal Request, Hourly	40	\$125.00 1 hour max charge per call	\$5,000.00
SUBTOTAL				\$103,100.00
3 YEAR TOTAL				\$309,300.00

MHHR WILL ONLY CHARGE ONE HOUR PER EMERGENCY CALL.

QUANTITIES ARE ESTIMATES ONLY; ACTUAL QUANTITIES WILL BE DETERMINED BY CONTRACT COMPLIANCE INSPECTOR.

EMERGENCY CARCASS REMOVAL AND DISPOSAL IS OPTIONAL ONLY AS REQUESTED AND DIRECTED BY THE CONTRACT ADMINISTRATOR.

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF VEHICLE USED FOR PICK-UP	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & <u>OWNED</u> OR <u>RENTED/LEASED</u>
1. Vehicle	2013 Ford F-350 w/lift gate	1FT8W3BT7DEA38151	.5 Yrs, Owned
2. Vehicle	2012 Ford F-350 w/lift gate	1FTRF38TXCEA15000	1.5 Yrs, Owned
3. Vehicle	2006 Ford F-250 w/lift gate	1FTSF21P66EA50511	8 Yrs, Owned
4. Standalone GPS Unit (quantity = 3)	Trimble GeoXM	Meets bid specs for accuracy	Owned
5. Vehicle Safety Light (one for each vehicle)	Federal Signal (amber)	Meets bid specs for safety compliance	Owned
6. High Visibility ANSI Class 3 Safety equipment (a complete set for each employee)	Vests, Hard Hat, safety shoes	N/A	Owned
7. Large Carcass Retrieval Hook (one for each vehicle)	N/A	N/A	Owned
8. Rubber Gloves (a complete set for each employee)	N/A	N/A	Owned
9.			
10.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Large Animal Carcass Removal and Disposal - Department of Transportation

Allegan, Kalamazoo, and St. Joseph Counties

CONTRACT#: 591B4300511

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	08/4/2014	CONTRACT END DATE:	08/3/2017
PREVIOUS BPO #:	No Previous BPO		
CONTRACT INFORMATION:	3 (three) Year Contract with 2 one year Options		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Kalamazoo TSC		
BUILDING ADDRESS:	5372 S. Ninth St. Kalamazoo MI		
REGION / COUNTY:	Southwest Region; Allegan, Kalamazoo and St. Joseph Counties		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	Harrist@michigan.gov	CONTACT FAX #:	517-373-3707
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Mike Streeter	CONTACT PHONE #:	(269) 375-8699
CCI / FM CONTACT E-MAIL:	streeterm@michigan.gov	CONTACT FAX #:	269- 544-0080
LOCATION INFORMATION			

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon-Fri	<u>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</u>	7:30a-4:30p
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	Three counties	(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:		IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF VEHICLE USED FOR PICK-UP	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED/LEASED
1. Vehicle	2013 Ford F-350 w/lift gate	1FT8W3BT7DEA38151	.5 Yrs, Owned
2. Vehicle	2012 Ford F-350 w/lift gate	1FTRF38TXCEA15000	1.5 Yrs, Owned
3. Vehicle	2006 Ford F-250 w/lift gate	1FTSF21P66EA50511	8 Yrs, Owned
4. Standalone GPS Unit (quantity = 3)	Trimble GeoXM	Meets bid specs for accuracy	Owned
5. Vehicle Safety Light (one for each vehicle)	Federal Signal (amber)	Meets bid specs for safety compliance	Owned
6. High Visibility ANSI Class 3 Safety equipment (a complete set for each employee)	Vests, Hard Hat, safety shoes	N/A	Owned
7. Large Carcass Retrieval Hook (one for each vehicle)	N/A	N/A	Owned
8. Rubber Gloves (a complete set for each employee)	N/A	N/A	Owned
9.			
10.			

SECTION II – PRICING SHEET SUMMARY

LARGE ANIMAL REMOVAL SERVICES

Check all that apply	DESCRIPTION OF SERVICES	Annual Quantity	Unit Cost (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
x	Scheduled Patrols – Allegan, Kalamazoo and St. Joseph County Routes.	104	\$500.00	\$52,000.00
x	Each Carcass Pick up and Disposal	622	\$35.00	\$21,770.00
x	Each Emergency Carcass Removal and Disposal Request, Hourly	20	\$0	\$0
SUBTOTAL				\$73,770.00
3 YEAR TOTAL				\$221,310.00

QUANTITIES ARE ESTIMATES ONLY; ACTUAL QUANTITIES WILL BE DETERMINED BY CONTRACT COMPLIANCE INSPECTOR.

EMERGENCY CARCASS REMOVAL AND DISPOSAL IS OPTIONAL ONLY AS REQUESTED AND DIRECTED BY THE CONTRACT ADMINISTRATOR.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Large Animal Carcass Removal and Disposal -- Department of Transportation

Berrien and Van Buren Counties

CONTRACT#: 591B4300511

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	08/4/2014	CONTRACT END DATE:	08/3/2017
<u>PREVIOUS BPO #:</u>	No Previous BPO		
<u>CONTRACT INFORMATION:</u>	3 (three) Year Contract with 2 one year Options		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Coloma TSC		
BUILDING ADDRESS:	3880 Red Arrow Highway, Benton Harbor MI 49022		
REGION / COUNTY:	Southwest Region; Berrien and Van Buren Counties		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	Harrist@michigan.gov	CONTACT FAX #:	517-373-3707
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Trace Plummer	CONTACT PHONE #:	(269) 849-2394
CCI / FM CONTACT E-MAIL:	<u>plummert@michigan.gov</u>	CONTACT FAX #:	226-849-1227
LOCATION INFORMATION			

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon-Fri	<u>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</u>	7:30a-4:30p
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	2 counties	(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:		IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	

SECTION II – PRICING SHEET SUMMARY

LARGE ANIMAL REMOVAL SERVICES

Check all that apply	DESCRIPTION OF SERVICES	Annual Quantity	Unit Cost (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Scheduled Patrols –Berrien and Van Burren County Routes.	104	\$400.00	\$41,600.00
X	Each Carcass Pick up and Disposal	560	\$35.00	\$19,600.00
X	Each Emergency Carcass Removal and Disposal Request, Hourly	20	\$0	\$0
SUBTOTAL				\$61,200.00
3 YEAR TOTAL				\$183,600.00

QUANTITIES ARE ESTIMATES ONLY; ACTUAL QUANTITIES WILL BE DETERMINED BY CONTRACT COMPLIANCE INSPECTOR.

EMERGENCY CARCASS REMOVAL AND DISPOSAL IS OPTIONAL ONLY AS REQUESTED AND DIRECTED BY THE CONTRACT ADMINISTRATOR.

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF VEHICLE USED FOR PICK-UP	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED/LEASED
1. Vehicle	2013 Ford F-350 w/lift gate	1FT8W3BT7DEA38151	.5 Yrs, Owned
2. Vehicle	2012 Ford F-350 w/lift gate	1FTRF38TXCEA15000	1.5 Yrs, Owned
3. Vehicle	2006 Ford F-250 w/lift gate	1FTSF21P66EA50511	8 Yrs, Owned
4. Standalone GPS Unit (quantity = 3)	Trimble GeoXM	Meets bid specs for accuracy	Owned
5. Vehicle Safety Light (one for each vehicle)	Federal Signal (amber)	Meets bid specs for safety compliance	Owned
6. High Visibility ANSI Class 3 Safety equipment (a complete set for each employee)	Vests, Hard Hat, safety shoes	N/A	Owned
7. Large Carcass Retrieval Hook (one for each vehicle)	N/A	N/A	Owned
8. Rubber Gloves (a complete set for each employee)	N/A	N/A	Owned
9.			
10.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Large Animal Carcass Removal and Disposal -- Department of Transportation

Calhoun and Branch Counties

CONTRACT#: 591B4300511

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	08/4/2014	CONTRACT END DATE:	08/3/2017
PREVIOUS BPO #:	071B2001569 and 071B2001570		
CONTRACT INFORMATION:	3 (three) Year Contract with 2 one year Options		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Marshall TSC		
BUILDING ADDRESS:	15300 West Michigan Avenue, Marshall MI 49068		
REGION / COUNTY:	Southwest Region; Calhoun and Branch Counties		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	Harrist@michigan.gov	CONTACT FAX #:	517-373-3707
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Al Bessey	CONTACT PHONE #:	269 789-0560 EXT.237
CCI / FM CONTACT E-MAIL:	besseya@michigan.gov	CONTACT FAX #:	226-789-0688
LOCATION INFORMATION			

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon-Fri	<u>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</u>	7:30a-4:30p
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	Two counties	(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:		IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	

SECTION II – PRICING SHEET SUMMARY

LARGE ANIMAL REMOVAL SERVICES

Check all that apply	DESCRIPTION OF SERVICES	Annual Quantity	Unit Cost (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
x	Scheduled Patrols – Branch and Calhoun County Routes.	104	\$350.00	\$36,400.00
x	Each Carcass Pick up and Disposal	627	\$35.00	\$21,945.00
x	Each Emergency Carcass Removal and Disposal Request, Hourly	20	\$0	\$0
SUBTOTAL				\$58,345.00
3 YEAR TOTAL				\$175,035.00

QUANTITIES ARE ESTIMATES ONLY; ACTUAL QUANTITIES WILL BE DETERMINED BY CONTRACT COMPLIANCE INSPECTOR.

EMERGENCY CARCASS REMOVAL AND DISPOSAL IS OPTIONAL ONLY AS REQUESTED AND DIRECTED BY THE CONTRACT ADMINISTRATOR.

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF EQUIPMENT	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED/LEASED
1. Vehicle	2013 Ford F-350 w/lift gate	1FT8W3BT7DEA38151	.5 Yrs, Owned
2. Vehicle	2012 Ford F-350 w/lift gate	1FTRF38TXCEA15000	1.5 Yrs, Owned
3. Vehicle	2006 Ford F-250 w/lift gate	1FTSF21P66EA50511	8 Yrs, Owned
4. Standalone GPS Unit (quantity = 3)	Trimble GeoXM	Meets bid specs for accuracy	Owned
5. Vehicle Safety Light (one for each vehicle)	Federal Signal (amber)	Meets bid specs for safety compliance	Owned
6. High Visibility ANSI Class 3 Safety equipment (a complete set for each employee)	Vests, Hard Hat, safety shoes	N/A	Owned
7. Large Carcass Retrieval Hook (one for each vehicle)	N/A	N/A	Owned
8. Rubber Gloves (a complete set for each employee)	N/A	N/A	Owned
9.			